

1 BILL NO. S-84-02- 49

2 SPECIAL ORDINANCE NO. S-27-84

3 AN ORDINANCE approving a Contract by  
4 the City of Fort Wayne by and through  
5 its Board of Public Works and Scheidle-  
man Excavating, Inc., for Centennial  
Park Sanitary Sewer, Res. #396-83.

6 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
7 THE CITY OF FORT WAYNE, INDIANA:

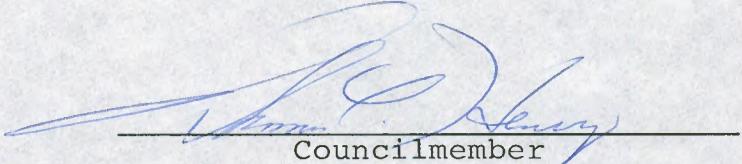
8 SECTION 1. The annexed Contract, made a part hereof,  
9 by the City of Fort Wayne by and through its Board of Public Works  
10 and Scheidleman Excavating, Inc., for Centennial Park Sanitary  
11 Sewer, Res. #396-83, is hereby ratified, affirmed and approved in  
12 all respects. The work under said Contract requires:

13 This Contract for Centennial Park Sani-  
14 tary Sewer, Res. #396-83 will serve  
15 Centennial Park located at SE $\frac{1}{4}$ , Section  
28, Township 31 N., Range 12 E;

16 the Contract price is One Hundred Fifty-Nine Thousand Eight Hun-  
17 dred and 40/100 Dollars (\$159,800.40).

18 SECTION 2. Prior Approval was received from Council  
19 with respect to this Contract on January 10, 1984. Two (2) copies  
20 of the Contract attached hereto are on file with the City Clerk,  
21 and are available for public inspection.

22 SECTION 3. That this Ordinance shall be in full force  
23 and effect from and after its passage and any and all necessary  
24 approval by the Mayor.

25   
26 John R. Henry  
27 Councilmember

28 APPROVED AS TO FORM  
29 AND LEGALITY

30 

---

31 Bruce O. Boxberger, City Attorney  
32

Read the first time in full and on motion by Henry, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M., E.S.

DATE: 2-28-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	—	—	—	—
<u>BRADBURY</u>	<u>✓</u>	—	—	—	—
<u>BURNS</u>	<u>✓</u>	—	—	—	—
<u>EISBART</u>	<u>✓</u>	—	—	—	—
<u>GiaQUINTA</u>	<u>✓</u>	—	—	—	—
<u>HENRY</u>	<u>✓</u>	—	—	—	—
<u>REDD</u>	<u>✓</u>	—	—	—	—
<u>SCHMIDT</u>	<u>✓</u>	—	—	—	—
<u>STIER</u>	<u>✓</u>	—	—	—	—
<u>TALARICO</u>	<u>✓</u>	—	—	—	—

DATE: 3-13-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 8-27-84  
on the 13th day of March, 1984.

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Ray A. Abbott  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of March, 1984, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of March, 1984, at the hour of 1 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

CONTRACT  
CONTRACT NO. 396-1983

THIS CONTRACT made and entered into in triplicate this 8<sup>th</sup> day of February, 1984, by and between Scheidleman Excavating, Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Centennial Park Sanitary Sewer  
Resolution No. 396-1983

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11120, Sheets 1-17 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$159,800.40. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

<u>MAINLINE</u>		
15" ESVCP C700 Sewer Pipe	Twenty-one dollars and 33/100	21.33
Std. City of Ft. Wayne Type I-A	One thousand one hundred and	
Manhole	two dollars and 92/100	1102.92
Std. City of Ft. Wayne Type I-J	One thousand fifty-nine	
Manhole	dollars and 12/100	1059.12
Std. City of Ft. Wayne Type V-J	One thousand two hundred	
Manhole	twenty-five dollars and 57/100	1225.57
Std. City of Ft. Wayne Type	One thousand five hundred	
VI-J Manhole	ninety-five dollars and 17/100	1595.17
Std. City of Ft. Wayne Type	One thousand eight hundred	
VI-A Manhole	thirty-nine dollars and 37/100	1839.37
15" x 15" x 6" Tee or Wye	One hundred forty-one dollars	
	and 55/100	141.55
Base Stabilization	Eight dollars and 86/100	8.86
#53 - #73 Gravel Backfill	Eight dollars and 86/100	8.86
Brush and Tree Removal	Four thousand one hundred	
Complete from Jobsite	twenty-five dollars and no/100	4125.00
9" Deep Strength Asphalt	Sixteen dollars and 09/100	16.09

LATERAL "B"

12" ESVCP C700 Sewer Pipe	Nineteen dollars and 80/100	19.80
8" ESVCP C700 Sewer Pipe	Fourteen dollars and 08/100	14.08
6" ESVCP C700 Sewer Pipe	Eight dollars and 96/100	8.96
8" ESVCP (18" Encasement)	Forty-six dollars and 10/100	46.10
Std. CFW Type I-A Manhole	One thousand one hundred seventy-five dollars and no/100	1175.00
Std. CFW Type VI-A Manhole	Two thousand three hundred sixty-nine dollars and 51/100	2369.51
12" x 12" x 6" Tee	Forty-three dollars and 98/100	43.98
8" x 8" x 6" Tee	Twenty-three dollars and 85/100	23.85
#53 - #73 Gravel Backfill	Eight dollars and 86/100	8.86
Broadcast Seeding	No dollars and 24/100	0.24

LATERAL "A" AND "A-1"

10" ESVCP C700 Sewer Pipe	Twelve dollars and 25/100	12.25
8" ESVCP C700 Sewer Pipe	Ten dollars and 45/100	10.45
10" ESVCP (18" Encasement)	Forty-five dollars and 09/100	45.09
6" ESVCP C700 Sewer Pipe	Ten dollars and 06/100	10.06
Std. CFW Type I-A Manhole	Nine hundred eighty dollars and 93/100	980.93
Std. CFW Type VI-A Manhole	One thousand two hundred seventy-eight dollars and 09/100	1278.09
10" x 10" x 6" Tee	Thirty-four dollars and 46/100	34.46
#53 - #73 Gravel Backfill	Eight dollars and 86/100	8.86
8" x 8" x 6" Tee	Twenty-three dollars and 85/100	23.85
Broadcast Seeding	No dollars and 24/100	0.24

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the

contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof. (WR/1).

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 396-1983.
- B. Instructions to Bidders for Contract No. 396-1983.
- C. Contractor's Proposal Dated December 28, 1984.

- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11120.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Escrow Agreement.
- N. Notice of Award.
- O. Notice to Proceed.
- P. Change Order.
- Q. Notice of Final Acceptance.
- R. Right of Way Cut Permit.

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

#### ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 12. COMPLETION DATE

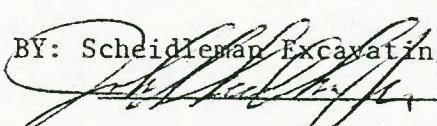
The Contractor agrees to complete the work specified in the within contract in 90 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

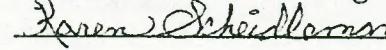
This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

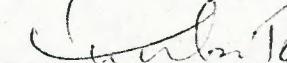
BY: Scheidleman Excavating Inc.

, President

BY: Scheidleman Excavating Inc.

, Secretary

CITY OF FORT WAYNE, INDIANA

BY: 

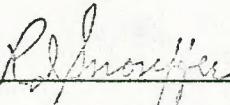
Win Moses, Jr., Mayor

ATTEST:



Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

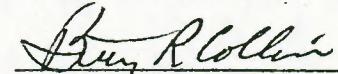


ASSOCIATE CITY ATTORNEY

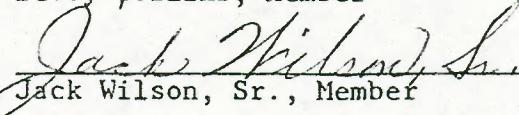
BOARD OF PUBLIC WORKS



David J. Kiester, Chairman



Betty Collins, Member



Jack Wilson, Sr., Member

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Scheidleman Excavating, Inc.  
(Name of Contractor)

6225 Stoney Creek Drive, Fort Wayne, Indiana 46825  
(Address of Contractor)

a Corporation hereinafter called  
(Corporation, Partnership, or Individual)

Principal, and Balboa Insurance Company  
(Name of Surety)

620 Newport Center Drive, Newport Beach, CA 92663  
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of \$159,800.40 dollars (\$159,800.40) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the \_\_\_\_\_ day of \_\_\_\_\_, 1984, for construction of:

Centennial Park Sanitary Sewer  
Resolution No. 396-1983

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11120 Sheets 1-17 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980 and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in triplicate  
(number)

counterparts, each one of which shall be deemed an original, this 8th  
day of February, 1984.

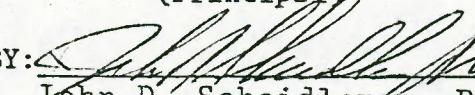
ATTEST:

  
Karen Scheidleman  
 (Principal) Secretary  
 Karen Scheidleman  
 [SEAL]

M. Carol Cicero  
 (Witness as to Principal)  
 M. Carol Cicero  
 6225 Stoney Creek Drive  
 (Address)

Fort Wayne, Indiana 46825

Scheidleman Excavating, Inc.  
 (Principal)

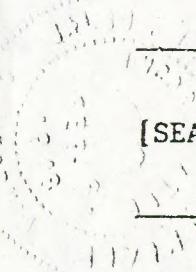
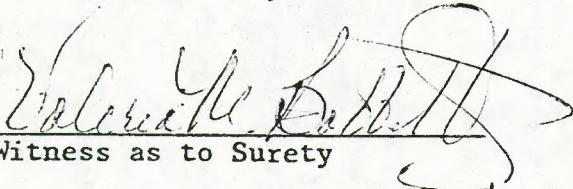
BY:  [S]  
 John D. Scheidleman, Pres.

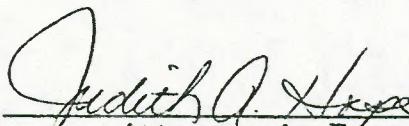
6225 Stoney Creek Drive  
 (Address)

Fort Wayne, Indiana 46825

Balboa Insurance Company  
 Surety

ATTEST:

  
Vicki L. Beale  
 (Surety) Secretary  
 [SEAL]  
  
 Witness as to Surety  
 234 West Cedar  
 (Address)  
 Kalamazoo, MI 49007

By   
 Attorney-in-Fact  
 Judith A. Hope  
 234 West Cedar Street  
 (Address)  
 Kalamazoo, MI 49007

NOTE: Date of Bond must not be prior to date of Contract.  
 If Contractor is Partnership, all partners should execute bond.

Bond No. 01-NAA000577

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Scheidleman Excavating, Inc.

(Name of Contractor)

6225 Stoney Creek Drive, Fort Wayne, Indiana 46825

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)and Balboa Insurance Company  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of One hundred, fifty-nine thousand eight hundred and forty cents Dollars (\$=159,800.40)= (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_ 19 84, for the construction of:

Centennial Park Sanitary Sewer  
Resolution NO. 396-1983

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11120, Sheets 1- and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

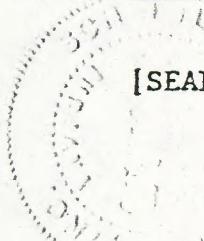
WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,

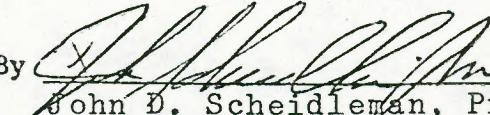
equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed triplicate counterparts,  
(number)  
each one of which shall be deemed an original, this 8th day of  
February, 19 84.

ATTEST:

  
Karen Scheidleman  
(Principal) Secretary  
Karen Scheidleman  
[SEAL]

Scheidleman Excavating, Inc.  
Principal

By   
John D. Scheidleman, President  
6225 Stoney Creek Drive  
(Address)

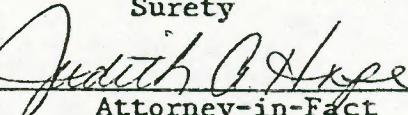
Fort Wayne, Indiana 46825

M. Carol Cicero  
Witness as to Principal  
M. Carol Cicero  
6225 Stoney Creek Drive  
(Address)

Fort Wayne, Indiana 46825

ATTEST:

Vicki L. Beale  
(Surety) Secretary  
[SEAL]

Balboa Insurance Company  
Surety  
By   
Attorney-in-Fact  
Judith A. Hope

Witness, as to Surety  
234 West Cedar  
(Address)

234 West Cedar  
(Address)

Kalamazoo, MI 49007

Kalamazoo, MI 49007

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

## BALBOA INSURANCE COMPANY

620 NEWPORT CENTER DRIVE, NEWPORT BEACH, CALIFORNIA 92660

GPA No 364

## GENERAL POWER OF ATTORNEY

POWER OF ATTORNEY VALID  
ONLY IF NUMBERED IN RED

Know All Men by These Presents, That BALBOA INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California, and having its principal office in Newport Beach, Orange County, California, does by these presents make, constitute and appoint \_\_\_\_\_

JUDITH A. HOPE

of Kalamazoo and State of Michigan its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver \_\_\_\_\_

CONTRACT BONDS (S.B.A. Guarantee Agreement) - MAXIMUM PENALTY \$250,000.00

"THIS POWER OF ATTORNEY SHALL TERMINATE AND BE  
OF NO FURTHER EFFECT AFTER DECEMBER 31, 1984"

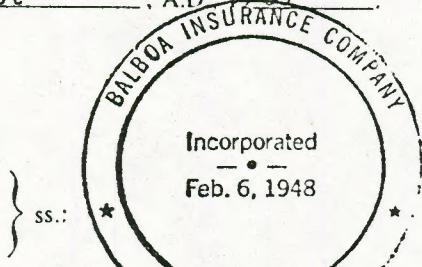
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Balboa Insurance Company at a meeting held on the 22nd day of March, 1962.

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

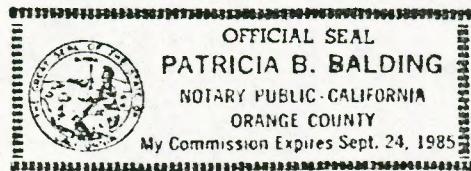
"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

In Witness Whereof, Balboa Insurance Company has caused these presents to be signed by its  
Vice President and its corporate seal to be hereto affixed this 11th day of  
August, A.D. 1983

State of California  
County of Orange



On this 11th day of CALIFORNIA, August, 1983, before me, a notary public, personally appeared Patricia B. Balding, Robert C. Wilson, personally known to me to be the person who executed the within instrument as Vice President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



BALBOA INSURANCE COMPANY

By Robert C. Wilson

Patricia B. Balding  
Notary Public

I, the undersigned Secretary of Balboa Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Balboa Insurance Company at a meeting duly called and held on the 24th of March 1972, and that said resolution has not been amended or repealed:

"RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of this Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Newport Beach, California, this 8TH day of  
February, 1984.

THIS POWER OF ATTORNEY EFFECTIVE ONLY

IF ATTACHED TO BOND NO. 01-NAA000577

Herbert L. Gruber  
Secretary

BILL NO. S-84-02-49

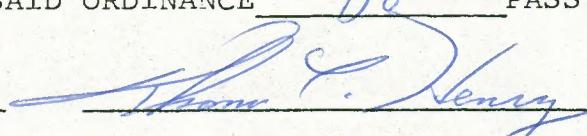
REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Scheidleman Excavating, Inc., for Centennial Park Sanitary Sewer, Res. #396-83

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HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

THOMAS C. HENRY, CHAIRMAN

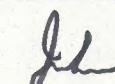


MARK E. GIAQUINTA, VICE CHAIRMAN

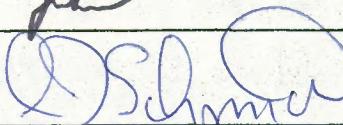
CHARLES B. REDD



JAMES S. STIER



DONALD J. SCHMIDT



CONCURRED IN 3-13-84  
SANDRA E. KENNEDY, CITY CLERK

4000

Hunt. Hunt.

TITLE OF ORDINANCE Contract for Centennial Park Sanitary Sewer, Res. 396-83

DEPARTMENT REQUESTING ORDINANCE      Board of Public Works

SYNOPSIS OF ORDINANCE This contract for Centennial Park Sanitary Sewer, Res. 396-83

will serve Centennial Park located at SE $\frac{1}{4}$ , Section 28, Township 31 N., Range 12 E.

Scheidleman Excavating, Inc. is the contractor.

PRIOR APPROVAL RECEIVED 1/10/84

**EFFECT OF PASSAGE** Installation of sewer to serve Centennial Park San. Sewer

## EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$159,800.40

ASSIGNED TO COMMITTEE